

reasonable construction given to those words and actions. It is important to note that, where a specific and corrupt agreement to give and receive a campaign contribution in exchange for an official act exists, the fact that a campaign contribution is not made contemporaneously with the corrupt agreement does not preclude a finding that the contribution was a delayed payment in satisfaction of the prior corrupt agreement.⁷⁵² In addition, a campaign contribution can form the basis of a bribe regardless of whether the payment went directly to the public official's individual campaign or whether it went instead to a third party such as a bona fide political fund-raising organization.⁷⁵³

2. There Is Insufficient Evidence to Prove that the Hudson Matter Was the Subject of a Corrupt *Quid Pro Quo*

In this case, we declined to commence a prosecution for bribery because we found insufficient evidence to prove the existence of a specific and corrupt agreement to influence the decision on the Hudson casino application in exchange for campaign contributions. The following are some of the more important facts and inferences that form the basis for this determination.

There is strong evidence that the tribes opposed to the Hudson casino proposal attempted to use their status as contributors to the Democratic National Committee and Democratic campaigns, and their pledge to continue that financial support, to help them enlist the support of

⁷⁵²See *United States v. Campbell*, 684 F.2d 141, 149 (D.C. Cir. 1982) ("a bribe may be conveyed after the official act has been performed"); see also *United States v. Gatling*, 96 F.3d 1511, 1522 (D.C. Cir. 1996) (same).

⁷⁵³See *Brewster*, 506 F.2d at 81; see also *DOJ Criminal Resource Manual* at 2045 (noting that it is of no consequence under bribery statute whether the payment is made "directly to the donee, or . . . instead to a 'third party' such as a *bona fide* political committee").